

11.10.2 A Network Element obtained by Cox under this subsection 11.10 may be used only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.10.3 Notwithstanding anything to the contrary in this subsection 11.10, Verizon shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.10 except as required by Applicable Law.

11.10.4 Verizon will notify Cox of the availability of new unbundled Network Elements upon their commercial availability.

11.11 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Cox Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to Cox.

11.11.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Cox does not request a coordinated cutover, Verizon will process Cox's order as a new installation subject to applicable standard provisioning intervals.

11.11.2 Cox shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Cox the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Cox and Verizon shall mutually agree on a New Conversion Time, as defined below. Cox shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within two (2) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide Cox the firm order commitment ("FOC") date by which the Analog 2W Loops covered by such LSR will be converted.

11.11.3 Cox shall provide dial tone at the Cox Collocation site at the time specified in the hot cut process developed by Verizon in cooperation with the Commission and the industry. In the absences of any such process, by 7:00 AM of the business day preceding the day of the Scheduled Conversion Time.

11.11.4 Either Party may contact the other Party to negotiate a new Scheduled

Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.11.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Cox; and

(ii) If Cox requests to reschedule outside the one (1) hour time frame above, Cox shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.11.5 If Cox is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Cox will reschedule and, upon request from Cox, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.11.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Cox is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.11.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.11.8 If Cox requires Analog 2W Loops conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.12 Maintenance of Loops

If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment, then Cox shall pay Verizon the applicable Tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by Cox is not available at the appointed time. Cox accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Cox instructions, Verizon is erroneously requested to dispatch to the Central Office, Verizon may levy on Cox an appropriate charge. However, if Verizon imposes any charge on Cox under this subsection 11.12 and the same trouble recurs and the cause in both instances is determined to be in Verizon's facilities, then Verizon shall refund to Cox all charges applicable to that trouble that were erroneously levied on and paid by Cox to Verizon plus interest at the rate applicable to refunds of overpayments pursuant to Verizon's Tariffs.

11.13 Combinations of Network Elements

11.13.1 Verizon shall be obligated to provide a combination of Network Elements ("Combination") under this Agreement only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination of Network Elements to Cox, the terms, conditions and prices for the Combination of (including, but not limited to, the non-recurring charge to compensate Verizon for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in Verizon's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such Combination, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.13.2.1 In accordance with, but only to the extent required by Applicable Law, Cox may order and Verizon shall provide an existing combination of unbundled loop, unbundled local switching, unbundled shared transport, also known as a "UNE Platform" Combination.. In accordance with Appendix B-2, Bell Atlantic/GTE Unbundled Network Elements Ordered Application-Application (LSR) of "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, Verizon shall provide to Cox electronic ordering capability for "UNE Platform" Combinations.

11.13.2.2 When Cox orders a Combination of Network Elements that are currently interconnected and functional, Verizon will provide such Combination of Network Elements on an interconnected and functional basis unless Cox requests

otherwise. Verizon's rates for Combinations of Network Elements will be in accordance with Applicable Law.

11.13.3 Conversion of Special Access Services to Loop-Transport Combinations

11.13.3.1 Notwithstanding any other provision of this Agreement, Bell Atlantic will allow Cox to convert special access services to a Combination of unbundled Loop and unbundled transport Network Elements in accordance with, but only to the extent required by, Applicable Law. If and, to the extent that, such conversions are required under Applicable Law, Verizon will provide such conversions on the following terms (subject to changes, if any, that Verizon makes that are required or permitted under Applicable Law, notice of which changes Verizon will provide to Cox in writing):

11.13.3.1.1 The Parties acknowledge that special access services are ordinarily provided through channel terminations together with dedicated interoffice mileage. Special access services that are eligible, under Applicable Law, for conversion may be converted to a Combination of unbundled Loop and unbundled transport Network Elements pursuant to the terms of this Section 11.13.3. Bell Atlantic will convert a special access circuit to a Loop-transport Combination if Cox (1) appropriately identifies the subject circuit (i.e., Cox notifies Verizon in an electronic file format agreed to by the Parties of the applicable BAN, circuit ID, NC code, primary NCI code, secondary NCI code, ACTL CLLI of circuit ID, CFA, Traffic Factor 1, class of service, USOC, USOC quantities, billed rate per USOC, discount plan, start date of plan, and end date of plan), (2) certifies in writing, as set forth below, that the identified Loop-transport Combination will be used to provide a significant amount of local exchange service to a particular Cox end user Customer and if applicable, associated Switched Exchange Access Service to such Cox end user Customer (such certification specifying, among other things, the option under which Cox is making the certification), and (3) also meets the other requirements set forth in this Section 11.13.3. It is presumed that Cox is providing a significant amount of local exchange service to a particular Cox end user Customer if it meets each of the criteria set forth in one of the following three circumstances:

(a) Cox certifies that it is the exclusive provider of a Customer's local exchange service. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option, Cox is the Customer's only local service provider; or

(b) Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local

dialtone lines; and for DS1 circuits and above, at least fifty (50) percent of the activated channels on the Loop portion of the Loop-transport Combination have at least five (5) percent local voice traffic individually, and the entire Loop facility has at least ten (10) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services; or

(c) Cox certifies that at least fifty (50) percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty (50) percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire Loop facility has at least thirty-three (33) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option only, Collocation is not required.

11.13.3.1.2 The physical facilities used to provide a special access service to Cox must be the same facilities that will provide a Loop-transport Combination requested by Cox, and Verizon will not rearrange such facilities in connection with a conversion.

11.13.3.1.3 In addition to and without in any way limiting the audit rights provided elsewhere in this Agreement, Verizon has the right to perform limited audits only to the extent reasonably necessary to confirm Cox's compliance with the local usage requirements. Verizon will hire and pay for an independent auditor to perform any such audit, using the records that Cox keeps in the normal course of business (Cox hereby agreeing that it will maintain appropriate records that it can rely upon to support its local usage certifications), and Cox will promptly reimburse Verizon for the cost of such audit if the audit uncovers noncompliance with the local usage option to which Cox certified. Verizon will provide at least thirty (30) days' written notice to Cox prior to conducting any audit. Verizon will not conduct more than one (1) audit of Cox in any calendar year unless the audit finds noncompliance.

11.13.3.1.4 In connection with any conversion of special access services to a Combination of unbundled Loop and unbundled transport Network Elements, Cox agrees that it will promptly pay to Verizon (or, at Verizon's option, accedes to Verizon's set-off against any amounts otherwise owed to Cox) any termination liabilities and/or minimum service period charges under Verizon's applicable tariffs with

respect to Cox ceasing to purchase the subject special access services that are being converted to a Loop-transport Combination.

11.14 UNE Rates

11.14.1 Verizon shall make NIDs available to Cox at the rates set forth in Exhibit A. Verizon shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). Cox acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Cox in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement. If Verizon files such Rate with the Commission (e.g., in a Tariff or in a Commission proceeding), Verizon shall bill Cox, and Cox shall pay to Verizon, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement. Any notice provided by Verizon to Cox pursuant to this Section 11.14.1 of such Rate that Verizon files with the Commission shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Cox and thereafter. If Verizon does not file such Rate with the Commission, the Rate shall be mutually agreed to by the Parties and incorporated by amendment to this Agreement.

11.14.2 The rates and/or rate structures for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable, to the extent such rates and/or rate structures are part of Exhibit A, shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission. The rates and/or rate structures approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable shall supercede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date of this Agreement. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of the Effective Date of this Agreement. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

Verizon shall make available to Cox for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions of Verizon's applicable Tariffs, as may be amended from time to time. Cox shall make available to Verizon for resale all of its Telecommunications Services, and shall not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services according to Section 251(b)(1) of the Act.

12.2 Availability of Wholesale Rates for Resale

Verizon shall make available to Cox for resale all Telecommunications Services that Verizon provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

Verizon shall make available to Cox the various support services for resale described in Schedule 11.7 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by Cox and at prices, terms and conditions to be negotiated by Cox and Verizon, Verizon shall provide Verizon Retail Telecommunications Services (as defined in Schedule 11.7) that are identified by Cox's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of Verizon Services

12.4.1 Cox shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services. In addition, Cox shall undertake in good faith to ensure that its Customers comply with the provisions of Verizon's Tariffs applicable to their use of Verizon's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, Cox shall not resell (a) residential service to business or other nonresidential Customers of Cox, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from Verizon, or (c) any other Verizon service in violation of any user or user group restriction that may be contained in the Verizon Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, Cox shall be subject to the same limitations that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon discontinues offering.

12.4.3 Verizon shall not be obligated to offer to Cox at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Cox shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or merchandise, or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

12.4.5 Verizon may impose additional restrictions on Cox's resale of Verizon's retail Telecommunications Services to the extent permitted by Applicable Law including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, Verizon shall provide to Cox both Physical and Virtual Collocation solely for the purpose of facilitating Cox's Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon may offer only Virtual Collocation (and not Physical Collocation) where Physical Collocation is not practical for technical reasons or because of space limitations or where permitted by Applicable Law. To the extent not otherwise provided in this Agreement, such Collocation shall be provided pursuant to Verizon's applicable federal and state Tariffs as amended from time to time. If any of the terms of Verizon's state 218 Collocation Tariff are modified or superceded after the Effective Date of this Agreement, the Parties agree that such modified or superceding terms shall apply to the Parties' collocation unless either Party requests that this Section 13 of this Agreement be renegotiated as it relates to any such modified or superceding terms and the Parties agree to amend Section 13 of this Agreement. Any such request for renegotiations must be made within thirty (30) days after the date when the modified or superceding terms become final and unappealable, and the renegotiations shall take place pursuant to the Dispute Resolution provisions of Section 28.9 of this Agreement.

13.2 In the course of implementing a Collocation project, Verizon shall:

- (a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide Cox with the relevant engineering requirements.

13.3 For both Physical and Virtual Collocation, Cox shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.4 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. Should Cox seek a particular Collocation arrangement, either Physical or Virtual, not described herein, it is entitled to a presumption that such Collocation arrangement is technically feasible if any LEC has successfully deployed such Collocation arrangement in any incumbent LEC Premises.

13.5 Verizon will not require Cox to bring its own transmission facilities to Verizon's Premises in which Cox seeks to collocate equipment.

13.6 Verizon may retain a limited amount of floor space for its own specific future uses, provided, however, that Verizon may not reserve space for future use on terms more favorable than those that apply to Cox when Cox is seeking to reserve space for its own future use. Verizon shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Virtual Collocation at that point is not technically feasible. In accordance with Applicable Law, Verizon may impose reasonable restrictions on warehousing of unused space by Cox.

13.7 Cox agrees to collocate only equipment that is necessary for Cox's Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon will not require that such Cox equipment comply with safety or engineering standards that are more stringent than the safety or engineering standards that Verizon applies to its own equipment in that same Verizon Premises or with National Equipment and Building Specifications performance standards. If Verizon refuses to allow Cox to collocate equipment for safety reasons, Verizon will within five business days provide to Cox a list of all equipment Verizon locates within that Premises together with an affidavit attesting that all of Verizon's equipment on that list meets or exceeds all of the safety standards that Cox's equipment fails to meet.

13.8 Each Party will be responsible for notifying the other Party of any significant outages affecting or caused by a Party's Collocation arrangement which could be reasonably known to impact or degrade the other Party's services.

13.9 Verizon agrees to make no more than one (1) Verizon-initiated non-emergency inspection of Cox's completed Collocation space per month, and no more than six (6) Verizon-initiated non-emergency inspections per year, provided that no two (2) inspections reveal infractions of the applicable terms and conditions of Verizon's Tariffs and this Agreement. If any two (2) inspections reveal such infractions, Verizon will conduct inspections pursuant to Verizon's Tariffs for the term of this Agreement. This subparagraph does not apply to any inspections initiated or required by any outside agency.

14.0 NUMBER PORTABILITY - SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Location Routing Number (LRN) is currently being used by the telecommunications industry to provide NP, and will be used by the Parties to implement LNP between their networks.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 LNP shall be provided when a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) previously provided by Party A, in conjunction with the Telephone Exchange Service(s) provided by Party B. After Party B has received an appropriate authorization in accordance with Applicable Law from a Customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. In accordance with Applicable Law, each Party will maintain evidence of authorizations and, upon request, provide copies of such evidence to the other.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based

calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A ports his or her telephone number(s) to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported, provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

14.2.4 When a Customer of Party A ports his or her telephone number(s) to Party B, in the process of porting the Customer's telephone number(s), Party A shall implement the ten-digit trigger feature 48 hours prior to Party B's due date. If, in the case of Direct Inward Dialing (DID) numbers and Remote Call Forwarding numbers the LNP ten-digit trigger can not be used, the Parties shall coordinate the Customer's porting using procedures developed by the North American Numbering Council (NANC), or other 'hot cut' procedures as may be mutually agreed to. When Party A receives the porting request, the LNP ten-digit trigger shall be applied to the Customer's line before the due date of the porting activity. When the LNP ten-digit trigger can not be used, Party A and Party B must coordinate the disconnect activity. The Parties agree that changes to a scheduled port will be permitted until 5PM the day of the port and that a due date change may be required. When Party B does not require loop facilities from Party A and the LNP ten-digit trigger has been provisioned, Party A agrees to not disconnect the LNP ten-digit trigger and associated line translations until 11:59 PM on the day of the scheduled port. When a porting request of Party B requires loop facilities from Party A or when the ten-digit trigger is not available from Party A, the Parties must coordinate the disconnection of the loop and/or switch facilities from Party A's network with the activation of the loop and/or switch facilities on Party B's network.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Where LNP is commercially available, the NXXs (current and new) in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP-capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. In the event either Party elects to port a mass calling code, upon written notice, the Parties agree to negotiate the terms and conditions that shall apply to such an arrangement.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier to perform LRN queries for the other Party in the event that either Party is unable to perform the routing necessary for LNP, according to the terms and conditions contained in the default carrier's Tariff. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.

14.2.9 When a ported telephone number is disconnected, i.e., the telephone number is no longer in service by the original Customer, the ported telephone number will be released back to the donor carrier from which the telephone number had been ported. In addition, when a ported number is disconnected, both Parties shall agree to adhere to the Industry Numbering Committee (INC) Guidelines for the Aging and Administration of Disconnected Telephone Numbers, contained in document INC99-1108-024, dated November 8, 1999.

14.2.10 Each Party shall provide LNP using the following provisioning intervals for porting 200 or fewer numbers per customer:

Party B will make commercially reasonable efforts to respond to LNP requests with Firm Order Confirmation within 24 hours (excluding weekends and holidays) of receipt of valid requests; or

Party B will make commercially reasonable efforts to respond to LNP requests with query or error notification within 24 hours (excluding weekends and holidays) of receipt of invalid requests.

Porting orders will be subject to the schedule implemented under the auspices of the Commission. In the absence of such schedule, porting orders will be subject to the following schedule from date of firm order confirmation:

Port only:	
1-50 numbers	3 business days
51-100 numbers	4 business days
101-200 numbers	5 business days

201+ numbers	negotiated due dates
Port with Loop:	
1-10 numbers	6 business days
11-20 numbers	10 business days
21+ numbers	negotiated due dates

14.2.11 When requested by Party B, Party A shall provide sufficient workforce to implement the port and to ensure necessary escalation if needed in the event of problems outside of regular working hours.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

Verizon and Cox shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally-available license agreements).

16.2 Licensor shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensor shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC Regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted (subject to Licensee's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee's completion of an application, Licensor shall make commercially reasonable efforts to, within fifteen (15) business days of a request identifying the specific geographic area and types and quantities of required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensor shall make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

16.3 Nothing in this Section 16 shall be deemed to expand or restrict either Party's rights, obligations or duties not otherwise afforded, provided or required of such Party under Applicable Law.

17.0 DATABASES AND SIGNALING

17.1 Obligations of Both Parties:

17.1.1 Subject to Section 11.0, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection in accordance with existing Tariffs, and Interconnection and access to toll free service access code (e.g., 800/888/877/866) databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either

case, Cox shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

17.1.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

17.1.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.1.4 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Telcordia, GR-905-CORE, Common Channel Interface Specifications, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

(c) BOC Notes on the Network.

17.1.5 Where both Parties connect directly to one another's signaling network, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling, toll free service access code (e.g., 800/888/877/866) database access, LIDB access, and access to other necessary databases. Alternatively, the Parties may determine and agree that their respective CCS signaling charges offset each other, and no explicit compensation between the Parties shall apply. In addition, where a Party uses a third

party vendor for the provision of CCS Signaling, the foregoing charges shall not apply to that Party.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

If Verizon provides a referral announcement for Verizon Customers that change their telephone numbers, Verizon will provide on a non-discriminatory basis such referral announcements for Verizon Customers that change their service provider from Verizon to Cox and do not retain their telephone number. If Cox provides a referral announcement for Cox Customers that change their telephone numbers, Cox will provide on a non-discriminatory basis such referral announcements for Cox Customers that change their service provider from Cox to Verizon and do not retain their telephone number.

18.2 Misdirected Repair Calls

Cox and Verizon will employ the following procedures for handling misdirected repair calls:

18.2.1 Cox and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

18.2.3 Cox and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Coordinated Repair Calls

Where Cox and Verizon each provide a portion of either Party's Customer's service, and such Customer experiences a service interruption that could be a result of trouble in either Party's network, both Parties will cooperate in the diagnosis and repair of that Customer's service. In all cases, a Party shall perform testing and/or diagnosis to determine if a trouble is located in its facility or network prior to referring the trouble the other Party for cooperative diagnosis and repair of that Customer's service. The Parties shall provide to one another appropriate repair-referral information, including repair

contacts as well as inter-company escalation procedures and contacts, to ensure speedy resolution of such service interruptions.

18.4 Customer Authorization

18.4.1 Without in any way limiting either Party's obligations under subsection 27.1, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

18.4.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider. To the extent required by, and in accordance, with Applicable Law, the Parties shall provide proof of verification of the Customer's authorization to change primary Telephone Exchange Service Provider upon request.

18.4.3 Without in any way limiting either Party's obligations under subsection 27.1, the Parties shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Neither Party shall access (including, but not limited to, Cox's use of VerizonOSS Services (as defined in Schedule 11.7) and Verizon Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to it pursuant to this Agreement unless the Party has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, each Party represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. The Parties shall, upon reasonable request following a complaint regarding possible misuse of Customer Proprietary Network Information, provide proof of such authorization (including a copy of any written authorization).

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.1 and upon request, Verizon will provide directory services to Cox in accordance with the terms set forth herein. In this Section 19, references to a Cox Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to Cox or is

retained by Cox on the Customer's behalf pursuant to Number Portability arrangements with Verizon or any other carrier within the geographic area covered in the relevant Verizon directory.

19.1 Directory Listings and Directory Distributions

19.1.1 Verizon will include the Cox Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), and Verizon directory assistance databases using the same care with which it provides these functions for its own subscribers. Verizon will use Cox's Directory Listing information for the purpose of Verizon's directory publications and directory assistance-type services and, to the extent required by Applicable Law, for the purpose of providing third parties with access to Verizon's Directory Listings and directory assistance databases. Verizon and Cox may separately agree for other uses of Cox's listings. Verizon will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of Cox's Customers will be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Where required, Cox will pay Verizon the charge(s) set forth in Exhibit A for providing such service for each Cox Customer's primary listing. Cox will also pay Verizon for additional and foreign white page listings and other white pages services for Cox's Customers, according to the rates and charges contained in Exhibit A. Verizon will not require a minimum number of listings per order.

19.1.2 Upon request by Cox, Verizon will make available to Cox a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to Verizon's own business offices.

19.1.3 Cox shall provide Verizon with daily listing information on all new Cox Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. Verizon shall make available to Cox an electronic interface for the submission of such listing information. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cox will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cox. Verizon shall promptly provide to Cox, within forty-eight (48) hours of receipt by Verizon, a query on any listing that is not acceptable.

19.1.4 Verizon will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. The Parties acknowledge that to the extent Cox's Directory Listings information is included in Verizon's directory

publications and its databases for directory assistance-type services, Cox's Directory Listings information will not be treated as Proprietary Information.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Cox Customer listings. Verizon will provide Cox with a report of all Cox Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory in order that Cox may determine the accuracy of its Customers' listings and provide correction to such listings no less than two business days prior to the directory close date. Verizon will process any corrections made by Cox with respect to its listings, provided such corrections are received no less than two business days prior to the close date of the particular directory. Verizon will provide appropriate advance notice of applicable close dates.

19.1.6 Cox will adhere to all practices, standards, and ethical requirements of Verizon with regard to listings, and, by providing Verizon with listing information, warrants to Verizon that Cox has the right to place such listings on behalf of its Customers. Verizon will provide Cox, upon request, a copy of the Verizon listings standards and specifications manual. Cox agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Cox agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by Cox hereunder.

19.1.7 Verizon's liability to Cox in the event of a Verizon error in or omission, of a listing shall not exceed the amount of charges actually paid by Cox for such listing. In addition, Cox agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and Verizon's liability to Cox's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations that Verizon's liability to its own Customers are subject to.

19.2 Service Information Pages

Verizon will include all Cox NXX codes associated with the areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. Cox's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Cox is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Cox request, Verizon will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by Cox for Cox's critical contact information for Cox's installation, repair and Customer service and other essential Cox telephone service oriented

information, as agreed by the Parties, including appropriate identifying logo, and with easy-to-find placement in the Customer Guide. Such listings shall appear alphabetically by local exchange carrier in accordance with Verizon's generally applicable policies. Cox will be responsible for providing the necessary information to Verizon by the applicable close date for the particular directory. Verizon will provide Cox with the close dates and reasonable notice of any changes in said dates. Verizon shall not charge Cox for inclusion of this essential Cox telephone service-oriented information, but reserves the right to impose charges on other information Cox may elect to submit and Verizon may elect to accept for inclusion in Verizon's white pages directories.

19.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Cox (including Customers utilizing Cox-assigned telephone numbers and Cox Customers utilizing Number Portability) are maintained without interruption. Verizon will offer Yellow Pages services to Cox Customers on the same basis and timing with respect to delivery close dates as they are offered to Verizon Customers.

19.4 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.4.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.4.2 If either Party ("Carrier A") decides or is required by Applicable Law to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.4.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.4.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection

for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.14, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 The rates and charges for services, facilities and arrangements provided under this Agreement will be the rates and charges determined by Commission proceedings or set forth in Tariffs. Exhibit A lists the current rates and charges for services, facilities, and arrangements provided under this Agreement that were determined by Commission proceedings or are set forth in Tariffs. The rates and charges for services, facilities and arrangements provided under this Agreement will change as rates and charges are changed by Commission proceedings or in Tariffs.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction.

20.4 Upon request by a Party, the other Party shall, at any time and from time to time, provide to the requesting Party adequate assurance of payment of amounts due (or to become due) to it hereunder. Assurance of payment of charges may be requested by a Party if the other Party, at the Effective Date or at any time thereafter, is (a) unable to demonstrate a good credit history of payments for telecommunications services; (b) fails to timely pay a bill rendered to the other Party by the requesting Party, (c) in the requesting Party's reasonable judgment, at the Effective Date or at any time thereafter, the other Party does not have established credit with the requesting Party or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at the requesting Party's option, consist of (i) a cash security deposit in U.S. dollars held in an account by it or (ii) an unconditional, irrevocable standby letter of credit naming the requesting Party as the beneficiary thereof

and otherwise in form and substance satisfactory to it from a financial institution acceptable to it, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by the requesting Party, for the services, facilities or arrangements to be provided in connection with this Agreement. To the extent that the requesting Party opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. Any such deposit shall be deposited into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The Parties intend to negotiate an escrow agreement that accrues interest from the date cash is deposited with the escrow agent to the date the cash (and accrued interest) is distributed under the terms of the escrow agreement. The requesting Party may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to the other Party in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by the requesting Party. The fact that a security deposit or a letter of credit is requested hereunder shall in no way relieve a Party from compliance with the requesting Party's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to a Party for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Cox shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, Cox shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 Cox shall name Verizon as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 Cox shall, within two (2) weeks of the date hereof and on an annual basis thereafter, furnish certificates or other proof of the foregoing insurance. The certificates or other adequate proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Verizon Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Cox shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Verizon or Verizon's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Verizon certificates or other adequate proof of such insurance. Certificates furnished by Cox or Cox's agents, representatives, or contractors shall contain a clause stating: "Verizon Virginia shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.4 Through its program of self insurance, Verizon can satisfy its obligations under this Agreement.

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the effective date of a new interconnection agreement between Cox and Verizon.

22.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this

Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).

22.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 INDEMNIFICATION

24.1 Verizon agrees to indemnify, defend and hold harmless Cox from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death,

damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Verizon; or

(b) made, instituted, or asserted by Verizon's own Customer(s) against Cox arising out of Cox's provision of services to Verizon under this Agreement (except for a Loss as to which Cox is obligated to indemnify Verizon under Section 24.2(a)).

24.2 Cox agrees to indemnify, defend and hold harmless Verizon from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Cox; or

(b) made, instituted, or asserted by Cox's own Customer(s) against Verizon arising out of Verizon's provision of services to Cox under this Agreement (except for a Loss as to which Verizon is obligated to indemnify Cox under Section 24.1(a)).

24.3 Either party may additionally procure its own defense to any Loss. The cost of such additional defense shall be borne solely by the party undertaking the additional defense.

24.4 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.5 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice materially prejudices the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.6 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

24.7 To the extent not prohibited by Applicable Law, each Party (the "supplying Party") shall indemnify and hold harmless the other Party (the "using Party") from and against any loss, costs, claim, liability, damage and expense (including reasonable attorney's fees) arising from claims under the laws of the United States by third parties for trademark, patent or intellectual property infringement arising directly from the using Party's authorized use of the supplying Party's facilities, arrangements or services in the Commonwealth of Virginia pursuant to the terms of this Agreement. Provided, however, that the foregoing indemnification obligation shall not apply where the claimed infringement arises from any acts or omissions of the using Party: (i) that constitute willful or intentional misconduct or gross negligence; (ii) that arise from the using Party's combination of facilities, arrangements or services not provided by the supplying Party with facilities, arrangements or services provided by the supplying Party and wherein no infringement would have occurred without such combination; (iii) where Cox is the using Party, that arise because Verizon has failed to enter into a license agreement for third party proprietary products, as contemplated in section 28.13.4; or (iv) that arise from the using Party's use of the facilities, arrangements, or services provided by the supplying Party for a purpose other than the provision of local exchange services to

Customers of the using Party or in a manner inconsistent with that contemplated by this Agreement; and in all such instances, the using Party shall indemnify and hold harmless the supplying Party.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

25.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with the Customer of one Party, both Parties shall assert the applicability of any limitations of liability to Customers that may be contained in either Party's applicable Tariff(s).